

**STATEMENT OF WORK
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
TITLE III TRANSLATION/TRANSCRIPTION SERVICES**

1.0 OBJECTIVE

The Contractor shall provide on-site (Government facilities) Title III Translation/Transcription Services including translator/transcriber, interpreter and monitor/linguist/transcriber. These services shall support the Bureau of Immigration and Customs Enforcement (ICE), Office of investigations that incorporate Title III intercepts (including consensual and non-consensual recordings) and the direct translation or transcription of dialog occurring in conversational or interview settings.

2.0 SCOPE OF WORK

The Contractor shall furnish all personnel (and as directed by individual call orders – all necessary equipment, materials and supplies), transportation, security clearance and background investigation verification, and other items or services necessary to perform the work described in this Statement of Work, except as specified as Government furnished.

3.0 TASKS

3.1 Title III and other Intercepts

The Contractor shall monitor or listen to live or recorded court authorized and otherwise legally obtained conversations and shall translate/transcribe same into the English language equivalent. These monitored conversations may represent telecommunications or other device-type monolog or dialog.

Contractor personnel shall utilize system workstations to process the audio recordings/conversations.

The Contractor shall perform production control and scheduling functions, review work product and other source documents for completeness, enter data as required by the local wireroom supervisor or other authority directing applicable procedures, and secure the work product in accordance with U.S. Law and ICE procedures. The Contractor shall conduct translation/transcription, validation checks and error correction of conversation transcripts as they occur during the course of the overall intercept process and not during a post-intercept timeframe.

3.2 Workload

The Contractor shall monitor live audio and recorded conversations and process same upon the direction of designated Government personnel; all work product, including recordings, transcripts, call synopsis and other documents are considered to be an **URGENT** priority. Title III requests and average numbers of lines intercepted have been 130 per year averaging 2-3 lines per request, including spin-off or related intercepts.

3.3 Transcription and/or Translation of Recorded Conversations

The Contractor shall transcribe and/or translate recorded conversations that were derived from court ordered and/or consensual telephone (wire and wireless) intercepts. The recorded conversations shall be submitted on a disc format in the form of audio data or other recorded media files. The Government will, except as agreed as a specific call order item, provide the necessary equipment for the transcription of the provided media. The transcripts will be made available to the submitting office on a data disc for verification. These projects will only be submitted with the prior authorization of the Title III Program Manager or designee.

3.4 Job Processing

The Contractor shall accurately transcribe all source documents according to standard practices as directed by the wireroom supervisor and/ or as outlined in the training program materials for the intercept system utilized by the Government.

3.5 Production Control and Scheduling

Title III intercept requirements will vary with each individual call order. The specific workload for each call order should be outlined and agreed upon between the Government and the Contractor prior to the commencement of work associated with each individual call order. The Contractor shall balance its staff with the daily workload to meet deadlines, turnaround and due-out schedules.

3.6 Data Entry

Transcription of source conversations will vary in complexity due to the language spoken and the rapidity of calls/conversations. The workload will move from simple to complex. Work requires the application of experience and skill in translating/interpreting, transcribing and documenting conversation. The Contractor shall review and analyze source conversations necessary, to accurately document conversations and activities.

3.7 Incomplete and Illegible Source Conversations

During the keying or review of any source conversations, the Contractor shall note the conversation as detailed in instructions from the wireroom supervisor and/or supervising attorney.

3.8 Verification

The Contractor shall verify transcription work products in accordance with wireroom and minimization instruction procedures and shall ensure that the accuracy of completed jobs meets the standards for performance of the BPA and individual call orders. Unless otherwise specified, all transcription work products shall be 100% verified.

3.9 Completed Work Product Output Processing

Transcription work products shall be transcribed to file according to due-out times established in the wireroom / minimization instructions for the Title III intercept. The work product files shall be the property of the Government and shall be stored on removable electronic storage media.

4.0 TRANSCRIPTION WORK PRODUCT ENTRY PROCEDURES

For each individual call order, the Contractor shall establish and maintain a work product procedure reference file to ensure that all procedures reflect the user requirements and system changes. The Contractor shall instruct each new or added employee regarding new and changed procedures.

5.0 QUALITY CONTROL REQUIREMENTS

The Contractor shall maintain a Quality Control Program to assure the requirements for data entry and verification are met in accordance with paragraph 6.0 below.

Removal and/or Bar from Worksite - The Government reserves and maintains the absolute right to remove and or bar any Contractor employee(s) from a call order worksite. Issues that could lead to a removal or bar include, but are not limited to, translation/transcription errors, poor work habits, and failure to follow wireroom or minimization requirements. An employee removed from a call order worksite may be permanently barred from any call order worksite for the life of this BPA. The Contractor shall be responsible for all costs related to replacement of the employee(s) identified for removal and may be barred from future participation in Government translation for failing to supply adequate replacement personnel in a timely manner as determined by the Government.

6.0 PERFORMANCE STANDARDS

The requirement Contractor error rate for work product shall not exceed more than 1% of the total transcribed conversations. The Contractor may be required to provide corrections for excessive error rates at no additional cost to the Government, as determined by the wireroom supervisor. Delivery dates and times will be as specified by the individual call orders and in the wireroom / minimization instructions. The Contractor shall meet or exceed the quality requirements specified in the Contractor Quality Control Plan.

7.0 INSPECTION AND ACCEPTANCE

In the absence of other agreements discussed between the Contractor and the on site Government Task Manager and then contractually agreed to by the Government Contract Officer with respect to time provided for Government review, deliverables shall be inspected and the Contractor notified of the ordering office's findings within 20 workdays of the close of the intercept operation. Representatives of the user and the Contractor shall conference either in person or by telephone, to review performance, to inspect work for compliance with this Statement of Work, the Contractor's Task Proposal, individual call order, and to accept or reject deliverables.

8.0 DELIVERABLES

The Contractor shall be responsible for delivering all end items specified in the user procedures and for returning all source documentation in a timely manner. The following are deliverables that fall within the scope of this requirement:

- Completed transcripts of audio conversations. Removable media files, diskettes and work product documents provided to the Government Field Office as requested.
- Logs, records and files that are produced and/or maintained in performing the contracted functions.
- Call Status Reports and Staffing and Vacancy Reports in accordance with the terms of the call order.
- Any specific delivery instructions included in the procedures set forth in the Government wireroom and minimization instructions.

9.0 TIME AND PLACE OF PERFORMANCE

The Contractor shall provide support as needed for each individual call order, up to and including a seven-day workweek and a 24-hour day. The location will be determined per each individual call order. Overtime may be required. If overtime is required, the

Contractor will be notified prior to commencement of the call order related work as determined by the ICE field office designee.

10.0 CONTRACTOR PERSONNEL

The Contractor shall furnish qualified personnel and supervision to perform the work required by this Statement of Work and the terms of the BPA. On-line and off-line work is considered highly complex, making it necessary for Contractor personnel assigned to this task to be well versed and highly experienced with a wide variety of work product documents. Resumes of personnel possessing the qualifications required for the successful completion of this requirement will be furnished to the Contacting Officer or his designated representative for review and approval prior to beginning performance.

The Contractor shall designate a full-time representative who shall be responsible for the following:

- Supervise Contractor personnel in the performance of their assigned duties.
- Provide instructions to Contractor employees and ensure that work progresses on schedule to meet the required deadlines, accuracy requirements, and rate of production.
- Coordinate with Government personnel in the assignment and prioritization of requested work.
- Scheduling work shifts of monitors. Ensuring overtime is performed only with the prior approval of the wireroom supervisor. Ensuring double shifts for individuals are not scheduled or worked and that whenever possible, individual monitors will be off duty for a minimum of 16 hours between shifts.
- Assure that all deliverables are submitted as required.

11.0 PRIVACY AND SECURITY

This requirement deals with sensitive data and privacy act information, making it imperative that all personnel meet all security clearance requirements. Personnel employed by the Contractor shall either currently possess or be able to favorably pass the security background investigation required by ICE Policy and Procedure. The Contractor shall submit all required security paperwork prior to the assignment of personnel to this task.

ICE Clearance – the ICE Office of Security must clear all translators/transcribers, interpreters and monitor transcribers. It is the responsibility of the Contractor to obtain and properly complete the SF-85P or 86, as well as any other information required by the Government. All individuals performing services under the terms of this contract must be able and willing to provide certified testimony in court relating to services provided and accuracy of end product.

Each prospective contract or subcontract employee must furnish the following documents to the COTR in the form and format indicated. Blank forms not included as attachments to the contract will be provided by the COTR. The forms shall be completed and submitted to the COTR at least 60 business days prior to the use of services of prospective employees who will be performing under this contract.

- Form FD-258 (Applicant Fingerprint Card – three (3) cards)
- Drug Use Statement (one copy with original signature)
- Authorization for Credit Release (one copy with original signature)
- Standard Form (FS) 86 or 85P Questionnaire for National Security Positions (original and one copy on pages 9,10, and on the Authorization for Release of Medication information; signature must be less than 60 days old when the processing package arrives at ICE for processing). Note: A number of questions on the SF-86 have a 7-year time frame. The following questions must be answered using a 10-year time frame:

Question 9: Residence

Question 10: Education

Question 11: Employment

Question 12: References

Question 13: Medical

Question 14: Discharges

Question 15: Police Record

Question 16: Court Actions

- For “sensitive” positions only: A statement that the individual has resided in the United States for three of the last five years immediately prior for the particular call order
- The individual must be a citizen (either by birth or naturalization) or a national of the United States, an alien registered by the Bureau of Citizenship and Immigration Services (CIS) to a class of immigrants authorized to be employed, or an individual alien who is expressly authorized by the CIS to be employed. The Contractor shall verify and maintain documentation that all of it’s employees engaged in the performance of the duties of this contract are in compliance with the Code of Federal Regulations, Title 8, Subsection 274A.

Contractor Security Program – The Contractor shall pre-screen all persons proposed for work under this contract for suitability. To facilitate this process, the Contractor shall designate a Security Officer (and an alternate in case of primary Security Officer’s absence) with the authority and responsibility for performing personnel security

screening to the maximum extent practical. At a minimum, pre-screening shall include, but not be limited to, verification of current home address, phone number, and prior work experience, as well as witnessing the employee's signature on the aforementioned Drug Use Statement.

Other duties shall include, but not be limited to, the following: ensuring that all security forms are filled out correctly and completely and submitted to the COTR in a timely manner; ensuring that only cleared employees are authorized access to the project area; ensuring that contract employees are denied access to National Security information; and ensuring that contract employees do not remove ICE data or materials from the project area.

The Contractor shall provide a monthly status report of all Contractor employees seeking ICE security clearances. The report shall state the current status of all security clearances packages, dates these packages were submitted to the ICE COTR, dates security clearance notifications were received from ICE, how many are cleared, and how many are pending clearance. The date the report will be established by the COTR at contract award.

The Contractor's Security Officer shall make every effort to provide incurrence of avoidable costs by the Government for BIs by pre-screening all applicants to ensure that all personnel furnished are reliable and of reputable background and sound character.

The following types of previous conduct, as discussed on the personnel security questionnaires, in a personal interview with the prospective contract employee, or disclosed as part of the B, are grounds for mandatory disqualification for employment on an ICE contract:

- Conviction resulting from a felony, regardless of when the conviction occurred.
- Pending indictments or criminal charges. Any arrest or detention for an offense that could result in felony criminal charges.
- Currently serving probation for an offense that resulted from a criminal conviction.
- Infamous or disgraceful conduct.
- Current or prior illegal use of drugs: As a result of it's law enforcement responsibilities, as well as the sensitive nature of it's work, ICE has a compelling obligation to ensure a workplace that is free of illegal drugs. Current ICE Drug use policy states that, "applicants who are found, through investigation or personal admission, to have experimented with or used narcotics or dangerous

drugs, except those medically prescribed, will not be considered for employment with ICE. Exceptions to this policy may be made for applicants who admit to experimental use of marijuana. Such applicants may be considered for employment if there is no evidence of regular, confirmed usage and the BI is otherwise favorable. Experimental use or use of any narcotic, dangerous drug or marijuana, except medically prescribed, after employment with ICE is cause for removal.

- Recent history of, or current, continuing abuse.
- Intentional false statement, deception, or fraud in appointment (e.g. altering, the condition of discharge on military discharge documents, altering college transcripts, falsely completing the appropriate security questionnaire (SF86) or other official documents used in the selection process. Conflicting statements of drug use within the appropriate security questionnaire (SF86) and the Drug Use Questionnaire, and/or the BI, will constitute a false statement.
- Default on a guaranteed student loan (without any attempt to repay such loans). Failure to honor any just debt, as may be indicated from the BI, credit check or self-admission, will constitute a default on credit. In these circumstances, the applicant will be required to correct any credit deficiencies prior to further processing of the security paperwork.
- Failure to pay income tax, or other Federal or state financial obligation.
- Failure to pay child support.
- Evidence of behavior that is disloyal to the United States, or reasonable doubt of loyalty to the United States.
- Dual citizenship (depending on the country and reasons for acquiring and maintaining it).
- For positions requiring access to sensitive information; has not resided in the United States for at least 3 out of the last 5 years.
- Failure to register for the Selective Service (males born after December 31, 1959).

It is possible that issues concerning the hiring or retention of a contractor may be raised that are not addressed in these guidelines.

ICE may inquire into and examine a contract employee applicant's performance experience, conduct, character, judgment, stability, discretion, integrity, responsibility,

and candor in determining his/her trustworthiness for contract employment with ICE. In making this determination, ICE may investigate and consider any matter that would reasonably subject the prospective contract employee to coercion; but no inference concerning susceptibility to coercion may be raised solely on the basis of race, color, religion, sex, national origin, disability, or sexual orientation. Conduct or behavior becomes germane to the adjudication of a BI when it offers the potential for undue influence, coercion, of exploitation that may cause the individual to act in a manner inconsistent with the mission of ICE.

In the event ICE or the Contractor has reasonable cause to believe that a prospective contract employee falls under any of the disqualification factors listed above, the prospective contract employee must be removed from consideration for performance under the contract. If a contract employee's BI results in a determination of unsuitability or is otherwise deemed unfavorable, the contract employee must be removed from further consideration for performance under the ICE contract. ICE reserves the right to refuse and/or terminate the service and access of any contract employee who is or may be judged a security risk. The COTR will inform the Contractor of any objections concerning specific applicants or employees. It is understood that a determination by ICE that a person is not suitable to perform work under this contract is not a denial, suspension, or revocation of a previously granted security clearance and is neither intended as nor shall be interpreted as a direction or recommendation to the contractor regarding the suitability of an individual for other employment outside the scope of any ICE contract.

Discretionary Factors – All available, reliable information about the person, past and present, favorable and unfavorable, will be considered in reaching a determination regarding whether to hire a contract employee for an ICE contract. In evaluating the relevance of a person's conduct, the following factors may be considered:

- Nature extent, and seriousness of the conduct.
- The circumstantial surrounding the conduct, to include knowledgeable participation.
- The frequency and prevalence of the conduct.
- The individual's age and maturity at the time of the conduct.
- The voluntariness of participation.
- The motivation of the conduct.
- The potential for pressure, coercion, or duress.

- The likelihood of continuation or recurrence.

12.0 GOVERNMENT FURNISHED PROPERTY

The following property and services will be furnished by the Government at no cost to the Contractor:

- Intercept workstations
- Dedicated telephone line(s)
- Transcription Equipment

13.0 OTHER DIRECT COSTS

Other Direct Costs (ODCs) will be authorized contingent upon prior Headquarters (HQ) Contracting Officer's Technical Representative (COTR) approval and negotiated with each BPA Call.

14.0 DESIGNATION OF GOVERNMENT PROGRAM MANAGER

The below named individual is designated as the Government's Program Manager:

XXX

The Government Program Manager is responsible for providing "technical direction" and quality assurance for the overall program and BPA.

NOTE: The term Government Program Manager and Contracting Officers Technical Representative are synonymous.

15.0 DESIGNATION OF GOVERNMENT FIELD OFFICE TASK MANAGER

The Field Office Task Manager shall review and approve the Contractor's invoices for payment of individual call orders. The Field Office Task Manager will also serve as the primary work assignment point of contact for individual call orders.

16.0 DEFINITION OF TERMS

TRANSLATOR/TRANSCRIBER –

Individual who translates from recorded foreign language conversations and prepares a document showing verbatim words from the conversation and the recording and the English equivalent. End product is stored on a removable media with a printed copy.

INTERPRETOR –

Individual who provides simultaneous translation from foreign language to English equivalent from face-to-face interview, consensual telephone conversation or as a third party to live conversation (No transcription or written verbatim record prepared by interpreter).

MONITOR/TRANSLATOR –

Individual who translates from live foreign language telephone or other live conversation, keeping a phone or conversation log, providing instantaneous interpretation service for the special agent wire room supervisor, who determines whether the conversation is of value/consequence to the investigation. All telephone conversations are recorded, as directed by the special agent wire room supervisor. When not engaged in providing interpretative service, Monitor will transcribe previously recorded telephone conversations, the end product of which is prepared on a workstation using a word processing program, stored on a removable media with one printed, final copy. Pricing is determined based on the hourly rate of the principal foreign language being monitored.